Service or Element Description:	Recurring Charges	Non-Recurring Charges
XIV. UNE PLATFORM COMBINATIONS[9]		
Centrex Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
ISDN Centrex Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
POTS Platform		**POTS/ISDN BRI:** $.26/Migration per line $.26/Install per line $.26/Disconnect per line
Coin Platform		$.26/Migration per line $.26/Install per line $.26/Disconnect per line
Public Access Line Platform		$.26/Migration per line $.26/Install per line $.26/Disconnect per line

[9] The monthly recurring and usage rates as set forth in this Agreement for the individual unbundled network elements or services that comprise the requested Unbundled Network Element Platform Combination are applicable.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
DS1/DID/DOD/PBX Platform		$36.88/Migration per line $27.19/Install per line $19.41/Disconnect per line
ISDN PRI Platform		$36.88/Migration per line $27.19/Install per line $19.41/Disconnect per line
POTS/ISDN BRI FX Platform		$.26/Migration per line $.26/Install per line $.26/Disconnect per line
DS1/DID/DOD/PBX FX Platform		$36.88/Migration per line $27.19/Install per line $19.41/Disconnect per line
ISDN PRI FX Platform New Initial		$36.88/Migration per line $27.19/Install per line $19.41/Disconnect per line

C. RESALE[10]

I. Wholesale Discount for Resale of Retail Telecommunications Services

Resale of retail services if MCIm provides own operator services platform	14.74%
Resale of retail services if MCIm uses Verizon operator services platform	13.11%

[10] All rates and charges specified herein are pertaining to the Resale Attachment.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
B. OPERATION SUPPORT SYSTEMS		
1. Ongoing and Recovery of one time expense (from 1/29/04-1/29/14)	$.85/per UNE Loop/Platform/Combination or Resold Line/per month	Not Applicable
Ongoing only (after 1/29/04)	$.48/ per UNE Loop/Platform/Combination or Resold Line/per month	Not Applicable
2. Billing - Changes in rate structure. CD-ROM. Communication Ports, and DUF Transport no longer applicable per PLM		
a. Daily Usage File		
a.1. Existing Message Recording	$.00111/Message	Not Applicable
a.2. Delivery of DUF		
Per Media (Data Tape/Cartridge)	$21.36/Tape or Cartridge	Not Applicable
Per Record Transmitted (f/k/a Network Data Mover)	$.000133/Message	Not Applicable
E. 911/E911		
Transport	Per section B. Above	
Data Entry and Maintenance	No Charge	
F. Time and Materials		
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	$11.74 Labor Charge/ Quarter Hour starting from dispatch. Charges only applicable to Inside Wire jobs.
Labor - CO Technician	Not Applicable	$11.15 per Quarter Hour

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
H. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
	Retail rates per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 3 as amended from time to time	Retail rates per applicable Tariff (including, but not limited to, Verizon-VA SCC 203 sec. 4 as amended from time to time
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to MCIm per separate arrangement	
I. Intrastate Collocation	As applicable per Verizon VA SCC Tariff No. 218 as amended from time to time.	

APPENDIX C

Verizon-AT&T/WorldCom Joint Decision Point List (JDPL)[1]

[1] This JDPL is a complete reproduction of that filed by the parties on March 24, 2004. *See* March Amendment Filing, Tab 5.

ISSUE	VERIZON'S POSITION	AT&T/MCI'S POSITION
1. Should the non-recurring rates for hot cuts contained in the Bureau's Order, Appendix A, apply to the migrations described in section 11.9 of the AT&T agreement and section 3.17 of the MCI agreement or should there be a separate rate for those coordinated hot cuts? Should a footnote be added to the Unbundled Loops section defining the hot cut migration to which the ordered rates apply?	Yes. The Bureau's Order makes clear (¶¶ 602-604) that the hot cut/migration rate it ordered was for a simple two-step, "highly automated" process and that a CLEC would have to pay a different, higher rate if it wanted a process "that includes more manual intervention by Verizon to reduce the risk of error caused by either party." The MCI and AT&T contracts define a hot cut process with greater coordination than reflected in the two-step process to which the Bureau's ordered rate applies (MCI Contract, Network Elements Att., § 3.17; AT&T Contract § 11.9). Thus, there should be a different, higher rate for the hot cut process defined in the contract, as well as language defining the automated hot cut/migration process to which the Bureau's ordered hot cut/migration rate applies. Thus, the Bureau should adopt the footnote on page 13 of the proposed AT&T pricing schedule and page 15 of the proposed MCI pricing schedule, as well as the rates for coordinated hot cuts shown on page 15 of the AT&T pricing schedule and page 17 of the MCI schedule.	The Bureau adopted hot cut rates from the AT&T/WorldCom NRCM as TELRIC compliant and appropriate in most cases. (para 602-604). The Bureau also stated, in footnote 1551 that the AT&T/WorldCom NRCM rates would not be appropriate for designed elements above the 2-wire voice grade level. Verizon is trying to leverage that exception to reintroduce additional coordination costs into its charges for all hot cuts, even the standard 2-wire voice-grade loop hot cuts described in the contracts for which the Bureau's order set the $5.01 TELRIC rate.
2. Should there be non-recurring rates for dark fiber, including for records review, instead of the Fiber Cross Connects (LGX) Install and Disconnect in Appendix A? **(AT&T issue only)**	Yes. Verizon incurs non-recurring costs in performing a records review and in provisioning dark fiber. These costs are not included in the recurring rates. Indeed, the AT&T contract specifically requires that AT&T request a records review (§ 11.2.15.4). The AT&T/WorldCom model, however, does not account for any of the work Verizon performs to access fiber records in databases and/or paper records to determine what routes are available between the two requested points and review inventories for spare dark	The rates for dark fiber in the AT&T/WorldCom NRCM (Appendix A, Fiber Cross Connects (LGX) as explained in the technical assumptions binder (NTAB), assume Verizon would provide access to fiber records via an OSS. Cost associated with creation and maintenance of the database as well as the creation of the templates and inventory for the OTDR (FC-5000) system, and NMA surveillance OSS system are already accounted for in the EF&I factors of the recurring element rates.

	fiber. In fact, AT&T/MCI's non-recurring model fails to produce non-recurring dark fiber rates. As a result, it is reasonable to use the existing non-recurring dark fiber rates, which the *Virginia 271 Order* approved in finding all of Verizon's existing non-recurring rates to be TELRIC-compliant. AT&T/MCI's proposal to use the non-recurring rates for fiber cross connects install and fiber disconnect makes no sense, since, as their own documentation for the non-recurring model states, those tasks involve the installation of cross-connects *in the central office*, while the work needed for provisioning dark fiber loops and channel terminations occurs in the field. Thus, the Bureau should approve the non-recurring rates shown on page 23 (AT&T) of the proposed pricing schedules.	The Fiber cross-connects are defined as a bi-directional 2 fiber, fiber-to-fiber connection through the LGX cross connect panel or fiber distribution panel (FDP) to establish a fiber path from the collocated space to the CLEC point of interconnection (POI) As such the labor cost involved to place fiber cross-connection was calculated appropriately in the AT&T/WorldCom NRCM.
3. Should there be non-recurring rates for time and materials in connection with dark fiber? **(AT&T issue only)**	Yes. Time and material charges are utilized to recoup costs Verizon incurs when AT&T requests optional engineering services to improve the transmission characteristics and/or to repair dark fiber. The AT&T contract specifically provides for these charges (§ 11.2.15.5). Prior to any work being performed, AT&T will receive an estimate outlining the work and all associated costs and, at that time, decide whether to order the job or not. Verizon only assesses the charges if AT&T does decide to order the services. Accordingly, the Bureau should adopt Verizon's proposed rate for time and materials for dark fiber as shown on page 23 of the proposed AT&T pricing schedule.	See item 2

4. What should the non-recurring rate be for DS1/DID/DOD/PBX, ISDN PRI, POTS/ISDN BRI FX, DS1/DID/DOD/PBX FX, and ISDN PRI FX platforms?	Provisioning these types of sophisticated platforms requires greater work than provisioning an ordinary DS0 platform. For example, these platforms require multiple orders and specialized design work. Thus, the ordered non-recurring rate for DS0 platforms should not be applied to these platforms. Instead, as shown on page 26 (AT&T) and page 31 (MCI) of the proposed pricing schedules, the ordered NRCs for the closest comparable loop type should apply (DS1 Loop NRCs in all cases except POTS/ISDN/BRI FX, for which the POTS/ISDN/BRI Loop NRCs should apply).	The 100% DIP/DOP assumptions contained in the AT&T/WorldCom NRCM (adopted by the Bureau at Para. 588) are applicable for all Platform combinations, so that the $.26 service order fallout cost is the correct non-recurring rate for these elements the same as the other Platform elements.
5. What should the non-recurring rate be for Customer-Specified-Signaling 2-Wire Loops?	A Customer-Specified-Signaling (CSS) loop requires significantly more engineering time to provision than an ordinary 2-wire loop. The MCI and AT&T contracts differentiate between a standard 2-wire loop and a CSS loop, noting that the latter involves specific types of signaling and requires reference to a different set of standards (MCI Contract, Network Elements Att. ¶ 3.1; AT&T Contract, § 11.2.1). Thus, the ordered non-recurring rate for a 2-wire loop understates the relevant costs of provisioning a CSS loop, since it fails to account for the work involved in provisioning the required signalling. The ordered non-recurring rate for a 4-wire loop is a better approximation of the relevant costs, since provisioning a 4-wire loop involves additional work as compared to a basic 2-wire loop. Accordingly, the Bureau should adopt Verizon's proposed rate as shown on page 14 (AT&T) and page 16 (MCI) of the proposed pricing schedules.	AT&T/WorldCom maintains that 2 wire loops in the AT&T/WorldCom NTAB also apply to Customer-Specified-Signaling. The NRC rates should be set the same as 2 wire POTS ISDN/BRI element.

6. Should there be non-recurring labor and premise visit rates for repair-related misdirects and for customer not ready?	Yes. Where a CLEC requests that Verizon perform repair work, it is the CLEC's obligation to test and isolate the trouble and direct Verizon to the location where repair is needed. If (1) the CLEC directs Verizon to the wrong location (a "misdirect in" where the CLECs sends Verizon to a central office location when the trouble is on the outside plant and a "misdirect out" where the CLEC sends Verizon to an outside location when the trouble is in the central office, (2) the trouble is not on Verizon's network, or (3) the customer is not ready for the repair work, Verizon cannot gain access to the customer premise, or the customer is not ready for installation to be performed (collectively, "customer not ready"), Verizon incurs labor costs for which it must be compensated. These costs for unwarranted visits are not included in ordinary repair or installation costs, and there is no reason that Verizon should bear these costs for the CLEC's error. Indeed, the MCI contract explicitly provides for these charges (MCI Contract, Network Elements Attachment §§ 1.3, 15). Moreover, requiring CLECs to bear these costs would provide the proper incentive to CLECs to provide accurate information to Verizon. In the case of a misdirect, Verizon should be compensated for the costs of the inside or outside dispatch, testing, and the labor time involved in ascertaining the mistake; in particular, the price schedule should reflect the costs for a quarter hour for this labor time. Where the trouble is not on Verizon's network Verizon should be compensated through time and material charges. And in the case of "customer not ready," Verizon	Consistent with the AT&T/WorldCom NRCM, and the findings of the Bureau at Para. 585-588, repair work (with the exception of inside wire) including dispatch are included in network maintenance costs recovered in recurring rates. Additional NRCs would result in double recovery and should not apply for service calls related to repair requests.

	should be compensated for the cost of a premises visit. Accordingly, the Bureau should approve the charges for each of these scenarios as shown on page 29 (AT&T) and page 33 (MCI) of the proposed pricing schedules.	
7. Should the IOF rates include the language "in the middle" to indicated that Options 1, 2, and 3 include only muxing/DCS between the originating and terminating end and not at the IOF terminating end where the call is handed off to the CLEC? Should there be separate rates for muxing/DCS at the terminating end?	Yes. Verizon consistently contended in this proceeding that "multiplexing in the middle" is a key function of IOF that cannot be segregated out, which is why, for example, Verizon contended and the Bureau agreed that Verizon did not need to offer the Option 4 IOF (without multiplexing or DCS). (*Compliance Order* ¶ 31). Verizon also contended that it should not be required to provide muxing/DCS at the *terminating* end of the facility at all, but the Bureau ultimately held that Verizon not only had to provide IOF with muxing in the middle, but also had to "provide multiplexing at the termination of the facility *if WorldCom so requests.*" (*Non-Cost Order* ¶ 499). The Bureau's *Order* thus permits CLECs either to obtain IOF with just muxing/DCS in the middle, or with muxing/DCS in the middle *and* at the end. The IOF rates addressed in the *Compliance Order* all include muxing in the middle because that is inherently included in IOF. But muxing/DCS at the terminating end is an optional service for CLECs, and a separate rate option must be offered that accounts for the costs of that additional muxing/DCS. Thus, the Bureau should approve Verizon's rate for muxing/DCS at the termination end as shown on page 5 (AT&T) and page 7 (MCI) of the proposed pricing schedules, the language stating that the IOF rates include muxing/DCS "in the middle," and the footnote stating that muxing/DCS at the terminating end is available only in conjunction	There is no basis in the interconnection agreement, or the Bureau's Orders for limiting the IOF elements by inserting "in the middle" into the description or creating separate stand alone rates for muxing/.DCS. In fact, the Board accepted Verizon's argument that DCS or multiplexing should be included in the IOF rates because they are integral parts of dedicated transport, that there should not be a standalone UNE for DCS or transport multiplexing,(August 29 , 2003 Order at Para 509) and that it is not technically feasible to remove multiplexing without leaving bare interoffice fiber cable (January 29, 2004 Order at Para. 27 and 31.

	with IOF.	
8. Should the pricing schedule contain rates for line and station transfers pertaining to loops used in the provision of DSL and other high capacity services?	Yes. The MCI contract makes specific reference to line and station transfer charges (MCI Contract, Network Elements Att. ¶ 4.3). Verizon cannot be required to perform this work for free, as the CLECs' position would require. The current rates in Virginia, which were approved in connection with Verizon's 271 application, contain a rate for line and station transfer and, since the AT&T/MCI non-recurring model does not produce any such rate, the 271-approved rate should be adopted. Accordingly, the Bureau should approve the proposed rate for line and station transfers in connection with installation work as shown on page 15 (AT&T) and page 17 (MCI) of the proposed pricing schedules.	Line and station transfers are required to rearrange working services to free up facilities for service and maintenance demand. Consistent with the AT&T/WorldCom NRCM, and the findings of the Bureau at Para. 585-588, rearrangements are included in network maintenance costs recovered in recurring rates. Additional NRCs would result in double recovery.
9. Should collocation rates apply to line sharing and line splitting arrangements?	Yes. When a CLEC orders line sharing or line splitting, it needs to have the requisite collocation space in the ILEC's end office for placement of their splitters, DSLAMs, and any other equipment of their choice. The MCI and AT&T contracts explicitly provide that where they order collocation (or a collocation augment) in connection with a line sharing or line splitting arrangement, normal collocation charges apply (MCI Contract, Network Elements Att. §§ 4.4.7, 4.7.2; AT&T Contract Schedule 11.2.17, § 1.3.4). That is consistent with the Commission's rules, and the Bureau's Order does not change that. There is no basis for MCI's and AT&T's apparent assertion that they should receive the required collocation for free. Thus, the Bureau should make clear that collocation rates apply to line sharing and line splitting arrangements and adopt the entries on the pricing schedule that cross-reference the applicable collocation	No, not in the manner specified by Verizon. Verizon is fully aware that MCI and AT&T have paid the Initial Application Fee and Subsequent Application Fee for establishing collocations; furthermore, MCI and AT&T do not dispute the inclusion of Collocation rates generally in Sec B.I: Intrastate Collocation. All necessary augments, cabling, CFAs are established and paid for prior to issuing line sharing/line splitting orders. Verizon is well aware that these charges are paid by the CLEC upfront. The additional collocation charges that Verizon seeks to apply per line sharing/line splitting order should not be applicable. Furthermore, these additional charges are neither ordered by the FCC nor agreed to by the parties and thus, should be stricken from the pricing appendix.

	tariff as shown on pages 18 & 20 (AT&T) and pages 21 & 23 (MCI) of the proposed pricing schedules.	
10. Should there be a non-recurring rate for LIDB Storage of Data? **(MCI issue only)**	Yes. Paragraph 11.5.2.3 of the Network Elements Attachment to the MCI contract provides that MCI can store subscriber information in Verizon's LIDB. Verizon incurs costs for adding this information to that database and is entitled to be compensated for those costs. Because the AT&T/WorldCom model does not produce a non-recurring rate for this task, the Bureau should adopt the existing, 271-approved non-recurring rate for this task as shown on page 25 of the proposed MCI pricing schedule	No. This rate element is not included in the FCC's order nor is it an agreed to rate. Subject to the FCC's instructions in Para 41 and 45, this rate element should be stricken from the pricing appendix. This is only an issue between MCI and Verizon as Verizon is not requiring AT&T to include this rate in the AT&T interconnection agreement.
11. Should there be rates for certain elements (IOF OC-3, IOF OC-12, Entrance Facilities OC-3, Entrance Facilities OC-12, Feeder DS-3 Subloop, and certain Dark Fiber elements) that are no longer required under the Commission's rules in connection with the *Triennial Review Order*? **(MCI issue only)**	Yes. Verizon agrees that these elements are no longer required to be provided under the Commission's rules. However, to the extent the contract could be interpreted to require Verizon to provide these elements until the parties negotiate an amendment to reflect that change in law, the pricing schedule should include rates for these elements so that Verizon is not otherwise required to provide them for free. The Bureau's *Cost Order* itself adopts recurring rates for many of these elements. Accordingly, the Bureau should adopt the rates shown on pages 4-7, 9, 24, and 28 of the proposed pricing schedules. Alternatively, the Bureau should include language in the contract making clear that Verizon is no longer required to provide these elements, such as the following: "Notwithstanding the terms in the Agreement, MCIm does not have the right to obtain from Verizon, and Verizon does not have the obligation to provide to MCIm, OCn Entrance Facilities, OCn IOF, Feeder DS-3 Subloop, and dark	No. These non-recurring rates were not included in the FCC's order nor are they mutually agreed to by the Parties. Verizon seeks to insert its proposed NRCs here even though MCI is willing to: (i) remove these line items entirely from the pricing Appendix, and (ii) make clear that MCI cannot purchase these items under the contract, subject only to the ability to renegotiate such items in the event that a change in law requires Verizon to provide unbundled access to such elements in the future. Verizon is unwilling to permit MCI the ability to renegotiate the inclusion of these items and the relevant pricing in the event of such a change in law. This is only an issue between MCI and Verizon because in Verizon's view the language of the AT&T ICA pre-conditions Verizon's obligation to provide such elements on the existence of a regulatory requirement. Presumably, that language would require conversely AT&T and Verizon to revisit the ability to purchase these elements in the event that the regulatory requirements change in the future – something that Verizon seeks to

	fiber; provided, however, that if and to the extent Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide one or more of the foregoing as an unbundled network element, the Parties, pursuant to Part A, Section 4 of the Agreement, shall negotiate rates, terms, and conditions of an amendment to effectuate such obligations."	deny MCI.
12. Should there be rates for certain dark fiber elements that the contract may otherwise be interpreted to require, but that MCI states it will no longer order? **(MCI issue only)**	Yes. To the extent the contract could be interpreted to require Verizon to provide these elements, the pricing schedule should include rates for these elements so that Verizon is not otherwise required to provide them for free. Accordingly, the Bureau should adopt the rates shown on page 28 (MCI) of the proposed pricing schedules. Alternatively, the Bureau should eliminate the language in the contract that could be interpreted to require Verizon to provide these elements.	Please see issue # 11.
13. Should the pricing schedule contain a footnote to the manual loop qualification rates cross-referencing the section of the contract concerning manual loop qualification? **(MCI issue only)**	No. Contrary to MCI's suggestion here, Verizon does not apply the manual loop qualification to all xDSL orders. Instead, the charge applies as specified in the contract. Most of the rates in the pricing schedule are related to particular contract sections that define the terms under which a specific UNE must be provided; the pricing schedule does not contain cross-references for all those other rates, and it would be unwieldy to do so. There is no reason to treat manual loop qualification differently. The addition of this footnote is unnecessary.	Yes. Subject to the underlying interconnection agreement, the Manual Loop Qualification charge is only applied in the limited circumstance where Verizon's mechanized database on loop facilities does not contain information to determine if the loop is compatible for ADSL, HDSL, IDSL or SDSL. Leaving out the footnote would suggest that the Manual Loop Qualification is required on all xDSL orders.

14. Should there be language in the pricing schedule providing that Verizon is entitled to assess AT&T and MCI access charges when they use the switching UNE where permitted by applicable law?	Yes. In paragraph 549 of the *Non-Cost Order*, the Bureau specifically ruled on this issue and found that "state commissions have authority to determine whether calls passing between LECs should be subject to access charges or reciprocal compensation for those areas where the LECs' service areas do not overlap. Accordingly, we do not disturb the existing distinction in Virginia between those calls subject to access charges and those subject to reciprocal compensation." In other words, contrary to AT&T/MCI's suggestion, Verizon is not seeking access charges for calls CLEC customers make to IXCs, but rather for intraLATA toll calls that originate with a UNE-P customer and that Verizon terminates. The Bureau has already agreed that Verizon is entitled to collect these charges in accordance with Virginia law. In accordance with this determination, AT&T agreed to and signed the current contract on October 8 with the same language it and MCI seek to strike here. AT&T/MCI should not be permitted to reargue an issue that they have already lost in this proceeding.	No. The language in Verizon's footnote should be stricken as there is no circumstance where Verizon is entitled to charge MCI access for use of Verizon's Local Switching UNE. MCI's lease of the Local Switching UNE entitles MCI to use Verizon's network as if it was MCI's own network. As such, and as clearly indicated in the FCC's Local Competition Order, MCI is entitled to charge access to IXCs for calls made to and from MCI's UNE Switching customers. Verizon is not entitled to charge MCI access in that scenario.